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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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Antonio Nevarez

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EXAMINER

ELISCA, PIERRE E

ART UNIT

PAPER NUMBER

3621

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 09/594,322	Applicant(s) NEVAREZ, ANTONIO	
	Examiner Pierre E. Elisca	Art Unit 3621	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 04 December 2008.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-11 and 13-26 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-11 and 13-26 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This communication is in response to Applicant's Affidavit filed on 12/04/2008.
2. Claims 1-11 and 13-26 are currently pending.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. Claims 1-11 and 13-26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Keene et al (U.S. PG Pub No. 2004/0049294 A1) in view of Ford et al (newly found prior art US PG Pub 2004/0133493).

As per claim 1, Keene et al substantially discloses a method for use in improving profitability of one or more business entities, comprising receiving business-related data (*objects associated with business document*), from at least two unrelated business entities (*businesses*), where the business related data describes one or more aspect of the operations of each of the business entities; storing at least some of the business-related data from each of the business entities in a common database (*information retention system, 138*). Keene further teach a system wherein in accordance with the terms of an agreement (*business agreement*) among the business entities (*among business partners*), allowing at least one of the business entities to receive information

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(*confidential information*) gathered from the common database where the information (see paragraphs 0018-0022, 0024, 0048, 0050, 0053).

As per Applicant's arguments filed on 04/02/2008, Applicant argues that Keene neither shows nor suggests the limitation of "another entity that is not party to the agreement".

However, **Ford** discloses a system/method for comprehensively managing real estate transactions in which a seller can reject the offer agreement and negotiate or counteroffer. A buyer can then decide whether to accept a counter offer, reject a counter offer or otherwise continue negotiations (see., abstract, 0023, and 0030).

Please that the process of rejecting the agreement as taught by Ford is readable as another entity that is not part of the agreement (see., abstract, fig 13, paragraph [0166], [0064], [0133], [0137], 0168]). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to modify the teaching of Keene by including the limitation detailed above as taught by Ford because this would produce a database to analyze contract terms, produce performance information for supplier and customer personnel.

As per claim 2, Keene et al teach a method where allowing one of the business entities to receive information gathered from the common database includes gathering at least some of the information from data received from a business entity other than the one receiving the information (see paragraphs 0018-0022, 0024, 0048, 0050, 0053).

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As per claim 3, Keene et al teach a method where allowing one of the business entities to receive information gathered from the common database includes granting that business entity permission to gather the information directly from the common database (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 4, Keene et al teach a method where allowing one of the business entities to receive information gathered from the common database includes gathering the information on behalf of the business entity and then delivering the information to the business entity (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 5, Keene et al teach a method where storing data in the common database includes storing the data in a database maintained by an entity in the business of providing data warehousing services (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 6, Keene et al teach a method of granting unrestricted access to the common database only to a third party named in the agreement among the business entities (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 7, Keene et al teach a method where storing data in the common database includes storing the data in a scalable data warehouse (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claims 8 and 9, Keene et al teach a method where storing data in the common database include storing the data in a warehouse having a total capacity of at least approximately one to hundreds terabyte (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 10, Keene et al teach a method where receiving business-related data includes receiving data that describes the customers of at least one of the business entities (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 11, Keene et al teach a method where receiving business-related data includes receiving data that describes the products offered by at least one of the business entities (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 13, Keene et al teach a method where receiving business-related data includes receiving consumer data and product data from the business entities (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 14, Keene et al teach a method where receiving business-related data includes occasionally receiving new data from the business entities (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

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As per claim 15 and 16, Keene et al teach a method where receiving business-related data includes receiving data that is also stored in a private data warehouse maintained by/on behalf one of the business entities under a data-warehouse services agreement (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 17, Keene et al teach a method of negotiating the agreement among the business entities in the group (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 18, Keene et al teach a method for use in operating a consortium among a number of distinct and unrelated business entities, the method comprising: collecting business related data gathered by the unrelated business entities, where the business-related data describes one or more aspects of the operations of each of the business entities, and delivering at least some of the extracted information to each of the business entities in the consortium, a system of applying an agreement negotiated among the entities for controlling the business-related data in a shared data warehouse, extracting information from the pooled data in accordance with terms of the negotiated agreement, where the information (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per Applicant's arguments filed on 04/02/2008, Applicant argues that Keene neither shows nor suggests the limitation of "another entity that is not party to the agreement". However, **Ford** discloses a system/method for comprehensively managing real estate transactions in which a seller can reject the offer agreement and negotiate or

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counteroffer. A buyer can then decide whether to accept a counter offer, reject a counter offer or otherwise continue negotiations (see., abstract, 0023, and 0030).

Please that the process of rejecting the agreement as taught by Ford is readable as another entity that is not part of the agreement (see., abstract, fig 13, paragraph [0166], [0064], [0133], [0137], 0168]). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to modify the teaching of Keene by including the limitation detailed above as taught by Ford because this would produce a database to analyze contract terms, produce performance information for supplier and customer personnel.

As per claim 19, Keene et al teach a method that included pooling the data into a data warehousing system owned by a third party who does not contribute any of the pooled data (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 20, Keene et al teach a method of pooling the data into a data warehousing system owned by a third party who is in the business of providing data warehousing services (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 21-23, Keene et al teach a method of applying an agreement drafted to include terms governing the types of data to be placed in the shared data warehouse, access to the shared data warehouse, types of information can be extracted from the shared data warehouse (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per claim 24, Keene et al teach a method applying an agreement drafted to include terms providing for payment of money in exchange for services provided by a third party selected to maintaining the shared data warehouse (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*)..

As per claims 25 and 26, Keene et al substantially discloses a computer network comprising one or more channels for use in receiving business-related data from at least two unrelated business entities where the business-related data describes one or more aspects of the operations of each of the business entities and a shared comprising a storage facility in which at least some of the business-relaxed data received from each of the business entities is stored a mechanism for use in; and deliver the information to at least one of the business entities, a system of granting database access only in accordance with the terms of an agreement among the business entities; and a computer system configured to gather information from the shared database when instructed to do so by a party having access to the database, where the information (*see paragraphs 0018-0022, 0024, 0048, 0050, 0053*).

As per Applicant's arguments filed on 04/02/2008, Applicant argues that Keene neither shows nor suggests the limitation of "another entity that is not party to the agreement". However, **Ford** discloses a system/method for comprehensively managing real estate transactions in which a seller can reject the offer agreement and negotiate or counteroffer. A buyer can then decide whether to accept a counter offer, reject a

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counter offer or otherwise continue negotiations (see., abstract, 0023, and 0030).

Please that the process of rejecting the agreement as taught by Ford is readable as another entity that is not part of the agreement (see., abstract, fig 13, paragraph [0166], [0064], [0133], [0137], 0168]). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to modify the teaching of Keene by including the limitation detailed above as taught by Ford because this would produce a database to analyze contract terms, produce performance information for supplier and customer personnel.

Response to Arguments

5. Applicant's arguments with respect to claims 1-11 and 13-26 have been fully considered but they are moot in view of new ground (s) of rejection.

Conclusion

6. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Pierre E. Elisca whose telephone number is 571 272 6706. The examiner can normally be reached on 6:30 to 5:00. Hotelier.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Andrew Fischer can be reached on 571 272 6779. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/ Pierre E. Elisca/
Primary Examiner, Art Unit 3621